

CITY OF FAIRFIELD

RESOLUTION NO. 2016 – 26

RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE AMENDED AND RESTATED AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF FAIRFIELD AND CARLSON, BARBEE AND GIBSON, INC., FOR ENGINEERING AND DESIGN SERVICES RELATED TO THE JEPSON PARKWAY PROJECT

WHEREAS, on April 17, 2012, the City of Fairfield entered into an Agreement for Consulting Services (Agreement) with Carlson, Barbee and Gibson, Inc. (CBG) for engineering and design services for the Jepson Parkway Phase 1 Project; and

WHEREAS, on January 8, 2013, CBG was authorized to utilize the 10% management reserve which increased CBG's fee; and

WHEREAS, on March 19, 2013, the City of Fairfield entered into an Amended and Restated Agreement for Consulting Services (A&R Agreement) with CBG, replacing the Agreement and increasing CBG's fee; and

WHEREAS, on March 3, 2015, Amendment No. 1 to the A&R Agreement was approved which did not increase CBG's fee; and

WHEREAS, on September 24, 2015, CBG was authorized to utilize the 10% management reserve which increased CBG's fee; and

WHEREAS, Amendment No. 2 to the A&R Agreement will add additional scope of work to design the roadside improvements along the south side of Vanden Road fronting the Train Station Project and increase CBG's fee.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield, that certain Amendment No. 2 to the Amended and Restated Agreement with Carlson, Barbee and Gibson, Inc., for the design and engineering of the Jepson Parkway Project.

Section 2. The City Council hereby approves Amendment No. 2 that will increase the maximum fee by \$239,900 for a total contract amount not to exceed fee of \$2,971,750, which will be funded by AB1600 and Northeast Fees.

Section 3. The Director of Public Works is hereby authorized to implement the above-mentioned amendment and administer a 10% management reserve (\$23,990) for a total not to exceed expenditure authorization of \$2,995,740.

PASSED AND ADOPTED this 2nd day of February 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Bertani, Moy

ABSTAIN: COUNCILMEMBERS: NONE

James T. Price
MAYOR

ATTEST:

Karen L. Rees

CITY CLERK

pw

JAN 11 2016
1668-002

AMENDMENT NO. 2

**TO AMENDED AND RESTATED AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF FAIRFIELD AND CARLSON BARBEE AND GIBSON, INC.
FOR DESIGN OF THE JEPSON PARKWAY PHASE 1 PROJECT**

This Amendment No. 2 (hereinafter "AMENDMENT") to the Amended and Restated Agreement for Consulting Services for design of the Jepson Parkway Phase 1 Project is made and entered this 12th day of February, 2016, by and between the CITY OF FAIRFIELD, a municipal corporation (hereinafter, "CITY"), and Carlson Barbee and Gibson, Inc., a California corporation (hereinafter, "CONSULTANT").

WITNESSETH

WHEREAS, CITY and CONSULTANT entered into that certain Amended and Restated Agreement for Consulting Services for design of the Jepson Parkway Phase 1 Project dated March 19, 2013 (hereinafter, "Agreement"); and

WHEREAS, CITY and CONSULTANT entered into that certain Amendment 1 to the Amended and Restated Agreement for Consulting Services for design of the Jepson Parkway Phase 1 Project dated March 3, 2015 (hereinafter, "Amendment 1"); and

WHEREAS, the parties desire to make certain modifications to the Agreement to accommodate additional scope, and add clauses as required by the State of California Department of Transportation, Division of Audits and Investigations.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

1. Section I of the Agreement is hereby amended to read as follows (Items A – H remain unamended):

"I. Task 8 Project Management.

8.1 Project Meetings

CBG and members of the Design Team will attend meetings or participate in teleconference with City Staff through April 2016 when construction begins. CBG will prepare a meeting agenda, meeting notes, and a list of action items resulting from each meeting.

It is anticipated that Phase 2A of the Jepson Parkway Project will be completed by April 30, 2016

8.2 Project Management Plan

None at this time.

8.2A Project Management

CBG will be responsible for the overall management of the project. This includes managing the schedule and deliveries, project budget, and overall coordination of the Design Team. CBG will also be responsible for reporting Contract progress and schedule updates to the City and STA monthly and ensuring that the Design Team is following all required Quality Assurance Procedures.

CBG will also prepare monthly invoices for the City. Invoices shall include a progress report which will include a narrative description of the work completed during the current period and a tabular summary of the progress of each task. The invoice will also include percentage of each task completed, value of work completed for each task, and the total value of work. The invoice narrative will also identify any issues that were encountered during the current period and outline any potential impacts for the following periods.

CBG will also update the project schedule on a monthly basis to reflect the status of work completed.

8.3 QA/QC Plan

None at this time.

J. Task 9 Preliminary Studies and Site Investigations.

9.1 Design Basis Memorandum

None at this time.

9.2 Supplemental Geotechnical Investigation

None at this time.

9.3 Utility Identification and Certification

C+D will prepare a Utility Certification Report per Caltrans guidelines once the utilities are all relocated. CBG will field survey the location of utility boxes after the relocation work is complete.

Deliverables

- Four (4) copies of the Utility Certification Report.

9.4 Design Surveys and Right of Way Engineering

9.4A Topographic/Photogrammetric Surveys

None at this time.

9.4B Right of Way Surveys

CBG will prepare and file a Record of Survey in accordance with Solano County requirements for the properties impacted by the proposed acquisition.

Deliverables

- One (1) copy of the Record of Survey.

9.4C Right of Way Engineering

CBG will assist with additional mapping and survey tasks including, but not limited to the PG&E Rule 20A work. One hundred twelve (112) office hours and sixteen (16) field hours of support have been allocated with this budget.

9.4D Support of Appraisal, Acquisition, and Dedications

CBG will provide additional support for the appraisal and acquisition process to the City of Fairfield. Ten (10) hours of office support services and sixteen (16) hours of field support have been allocated with this budget.

9.5 Environmental Site Assessments

None at this time.

9.6 Drainage Report and Post Construction BMPs

None at this time.

9.7 Hydrology/Hydraulics Report

None at this time.

K. Task 10 Final Design.

10.1 Design Presentation (100% Submittal)

None at this time.

10.2 Construction Approach/Construction Analysis

None at this time.

10.3 35% Submittal

None at this time.

10.4 65% Submittal

None at this time.

10.5 Revised 100% Submittal

None at this time.

10.6 Signed 100% Submittal

The Design Team will update the construction documents to include the train station frontage improvements. This includes curb and gutter, sidewalk, utilities, street lighting and traffic signals. In addition, the Design Team will update the construction documents to include the west collector intersection and traffic signal. Finally, the Design Team will incorporate the plan check comments provided by the City in November. This includes the following:

Y&C will revise the Street Light and Traffic Signal Plans based upon comments provided by the City.

HDR will revise the Retaining Wall Plans based upon comments provided by the City.

C+D will revise the Utility Plans, Traffic Handling Plan, Staging Plan, Quantity Tables, and Erosion Control Plans based upon comments provided by the City. C&D will also revise the Specification and Estimate based on those comments.

CBG will revise the construction documents based upon comments provided by the City.

CBG will deliver the 100% submittal of the completed design package consisting of Construction Plans, Technical Specifications, Cost Estimate, and Bid Item List with Engineer's Estimate.

Deliverables

- One (1) set of wet stamped and signed 100% Construction Plans, Technical Specifications, Construction Estimate, Schedule of Bid Unit Prices, and Construction Schedule.

10.7 Obtain Permits

All permits have been received. HDR will continue to provide support to ensure conditions of permits are met. Per the California Department Fish and Wildlife (CDFW) Endangered Species Act Permit (Permit) #2081-2014-061-3, the City of Fairfield (City) is required to restore on-site the 3.44 acres of California tiger salamander habitat that will be temporarily disturbed during construction to pre-project or better conditions.

HDR resource scientists will develop and prepare the Vegetation Restoration Plan (Plan). The Plan will include detailed specifications for restoring all temporarily disturbed areas, such as seed mixes and application methods. The Plan will indicate the best time of year for seeding to occur, and provide the watering schedule to ensure adequate growth. The Plan will also identify monitoring requirements. The actual mitigation monitoring, which will occur after project completion, is not part of this scope of work.

HDR will prepare one draft version of the Plan for the City to review. Based on the comments received, HDR will revise and finalize the draft Plan and will provide the City with hardcopies of the final Plan. The Plan will be submitted to the CDFW within [6] months of issuance of the Permit or by May 5, 2016.

10.7A Prepare the Vegetation Restoration Plan

HDR will prepare the Plan to meet CDFW Permit requirements. The Plan will include detailed specifications for restoring all temporarily disturbed areas, such as seed mixes and application methods. The Plan will indicate the best time of year for seeding to occur, and provide the watering schedule to ensure adequate growth. The Plan will also identify monitoring requirements.

Deliverables:

- Vegetation Restoration Plan in PDF format.

10.7B Landscape Architect/Design

A restoration planting plan is a required attachment to the Plan.

Deliverables:

- PDF of Restoration Planting Plan set (11"x17")

10.7C 100% Plans, Specifications and Estimate (PS&E)

Deliverables:

- One (1) set of signed full size planting plan set, hard copy of the technical specifications; engineer's estimates; design calculation; quantity calculation; and copy of documents in PDF format. It is anticipated that irrigation plans will not be required and therefore are not included in this scope of work.

10.8 Resident Engineer File and Surveyor File

CBG and the Design Team will prepare the Resident Engineer File and Surveyor File as outlined in the RFP.

10.9 Procurement Schedule

Assist City with bidding process as requested.

Exclusions

- Design of any facilities to the north of DWR.
- Phase II Environmental Studies
- Appraisals for Right of Way Acquisition
- CEQA or NEPA updates or clearances
- A.L.T.A Surveys, Parcel Maps, and Subdivision Maps
- Design of the future Canon Road Bridge crossing
- Storm Water Pollution Prevent Plan (SWPPP), Notice of Intent, WDID number
- Storm Water Data Report
- Caltrans Flood Plain Evaluation Report
- Coordination with Caltrans District Local Agency Utility Coordinator
- Procurement Schedule, Construction Administration
- Preparation of Construction Plans for the PG&E relocation and the Kinder Morgan relocation
- Fees for Applications, Encroachment Permits, or other agency fees"

L. Reproduction Work. CONSULTANT shall provide copies of brochures, blueprints, negatives, specifications, mylars (such as one set of reproducible "Record Drawings" mylar plans), or other materials necessary for the completion of the work described in Sections I.A., B., C., D., E., F., G., H., I., J. and K. above. Plans shall be 24" x 36" in size, with borders and title blocks to the CITY's satisfaction. Quantities

of plans and reports shall be per the deliverables outlined in Sections I.A., B., C., D., E., F., G., and H. above.

M. Commence Work. CONSULTANT shall not begin work on this contract before the contract is executed by both CONSULTANT and CITY.

2. Section IV, Part B of the Agreement is hereby amended to read as follows (Subparts 1 - 8 remain unamended):

“IV. COMPENSATION OF CONSULTANT

B. Basis of Compensation.

9. For those services described in Section I.I., I.J., and I.K. compensation shall be \$215,910, with a fee of \$23,990, equaling a total of two hundred and thirty-nine thousand nine hundred DOLLARS (\$239,900).

10. If approved by the City, the fees from one section above may be transferred to another section as long as the total cost amount including fixed fee does not exceed \$2,971,750.

11. For those services described in Section I.E. (Reproduction Work) compensation shall be paid as part of the work performed in sections 1.A., B., C., D., E., F., G., and H., and shall be a part of and subject to the maximum fees described above, except that the maximum number of sets of plans and reports shall be limited to the numbers outlined in the deliverables in Sections 1.A., B., C., D., E., F., G., and H., with additional copies (if required in writing by CITY) being paid as extra work.

12. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. No travel expenses will be charged to the project and are assumed to be covered by the indirect rate being charged.”

3. Section XVI of the Agreement is hereby amended to read as follows (Items A – J remain unamended):

“XVI. CALTRANS REQUIRED PROVISIONS

K. Audit Review Procedures.

1. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY's Chief Financial Officer.
2. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
3. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

L. Subcontracting.

1. Nothing contained in this contract or otherwise, shall create any contractual relation between CITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to CITY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from CITY'S obligation to make payments to the CONSULTANT.
2. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by CITY.

M. State Prevailing Wage Rates.

1. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

2. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
3. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

N. Statement of Compliance.

1. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
2. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor

organizations with which they have a collective bargaining or other Agreement.

O. Contingent Fee.

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

P. Disputes.

1. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of CITY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
2. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
3. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

Q. Inspection of Work.

CONSULTANT and any subconsultant shall permit CITY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the

performance period of this contract including review and inspection on a daily basis.

R. Claims Filed by CITY's Construction Contractor.

1. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
2. CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
3. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
4. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

S. National Labor Relations Board Certification.

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

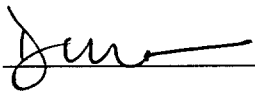
T. Evaluation of Consultant.

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record."

4. Except as specifically set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 12th day of February, 2016.

CITY OF FAIRFIELD,
a municipal corporation (CITY)

By:  GOA

CARLSON BARBEE AND GIBSON, INC.
(CONSULTANT)

By: 